

APR NO. 002-192-06
After Recording Return To:
ZB, N.A. dba Zions Bank
Attn: Shipping Department
7800 East Dorado Place, Ste 150
Greenwood Village, CO 80111
Loan #: 049916030047854



[Space Above This Line For Recording Data]

18568

**LOAN MODIFICATION AGREEMENT
(To a Fixed Interest Rate)**

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 03/09/2017 between ZB, N.A. dba Zions Bank ("Lender") and TALEN C TIBBITTS AND TONYA M TIBBITTS, HUSBAND AND WIFE AS JOINT TENANTS ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidence 07/22/2016, in the original principal sum of U.S. \$191,500.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in Book 305 or Instrument Number/Liber 0149992 at page 0117 of the Records of Lincoln County. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

138 S 6th ST
Panaca, NV 89042

the real property described being set forth as follows:

SEE ATTACHED LEGAL DESCRIPTION

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of, 03/09/2017, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S.\$183,650.00.
2. Interest Rate. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.375%, beginning, both before and after any default described in the Note. The yearly rate of 4.375% will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$916.94, beginning on the day of, 05/01/2017, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on, 04/01/2047, (the "Maturity Date"), Borrower still owes



amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.

- 4. Place of Payment. Borrower must make the monthly payments at 2200 South 3270 West, West Valley City, UT 84119 or such other place as Lender may require.
- 5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
- 6. Property Transfer. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 7. Compliance with Covenants. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement.


ZB, N.A. dba Zions Bank

Name of Lender


James A. Morell

By:

Vice President


Talen C Tibbitts

(Seal)

-Borrower


Tonya M Tibbitts

(Seal)

-Borrower



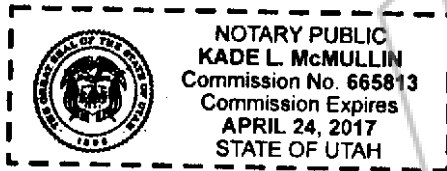
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____ [Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction] ____

STATE OF ~~UT~~)
 ~~WV~~)
 Washington)
COUNTY OF ~~Lincoln~~)



I hereby certify that on this day, before me Kade McMullin, personally appeared Talent Tonga Tibbitts, known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she/they executed the same for the purpose therein expressed.

Witness my hand and official seal this 10 day of March, 2017.

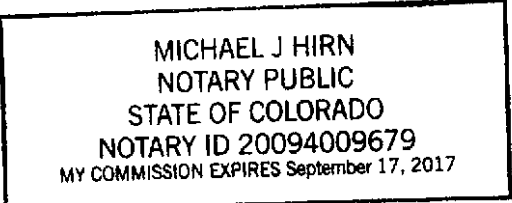
Kade L. McMullin
Kade L. McMullin, Notary Public
Residing at: St. George
My Commission Expires: 4/24/17

STATE OF COLORADO)
)SS.
COUNTY OF ARAPAHOE)

I hereby certify that on this day, before me [Signature] (Notary), personally appeared [Signature] known to be the VP of the corporation named and that he/she/they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation.

Witness my hand and official seal this 16 day of March, 2017

[Signature]
Michael J. Hirn, Notary Public
Residing at: 7800 E Dorado Place, Suite 150 Greenwood Village, CO 80111
My Commission Expires: 9-17-17





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Escrow No: 18568

EXHIBIT "A" Legal Description

All that certain real property situated in the County of Lincoln, State of Nevada, described as follows:

A PORTION OF LOT ONE (1), BLOCK 54 PANACA TOWN PLAT, RECORDED IN BOOK "O", PAGE 582 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point 120.75 feet South of the Northwest corner of said Lot 1 in Block 54;
Thence East, a distance of 143.25 feet;
Thence South, a distance of 120.75 feet;
Thence West, a distance of 143.25 feet;
Thence North, a distance of 120.75 feet to the Point of Beginning.

Assessor's Parcel Number: 002-192-06

